



Order under Section 69 Residential Tenancies Act, 2006

Citation: FRAGASSI v GILLESPIE, 2026 ONLTB 8911

Date: 2026-02-05

File Number: LTB-L-087927-25

In the matter of: 65 1/2 EAST AVE
BRANTFORD ON N3S3L5

Between: RYAN FRAGASSI Landlord

And

EDWARD GILLESPIE Tenants
BRENDA GILLESPIE

RYAN FRAGASSI (the 'Landlord') applied for an order to terminate the tenancy and evict EDWARD GILLESPIE and BRENDA GILLESPIE (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on January 12, 2026.

The Landlord and the Tenant attended the hearing.

The Landlord, the Landlord's Legal Representative Samantha Lee and the Tenant Brenda Gillespie attended the hearing.

Determinations:

1. The Landlord served the Tenants with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenants did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
2. As of the hearing date, the Tenants were still in possession of the rental unit.
3. The lawful rent is \$1,675.00. It is due on the 1st day of each month.
4. Based on the Monthly rent, the daily rent/compensation is \$55.07. This amount is calculated as follows: \$1,675.00 x 12, divided by 365 days.
5. The Tenants have not made any payments since the application was filed.
6. The rent arrears owing to January 31, 2026 are \$6,700.00.

7. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
8. The Landlord collected a rent deposit of \$1,675.00 from the Tenants and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.
9. Interest on the rent deposit, in the amount of \$28.33 is owing to the Tenants for the period from March 25, 2025 to January 12, 2026.
10. The Tenants do not dispute the arrears owing and seek an opportunity to maintain the tenancy. The Tenant Brenda Gillespie testified that her husband has only been working a few shifts due to illness and that her father had passed away which resulted in funeral expenses, in addition they had previously taken on a roommate to help with rent, but they had moved out, all of which have contributed to the arrears.
11. The Tenants proposed a payment plan, paying \$860.75 each month towards arrears consisting of a payment of \$400.00 on the 1st of the month and \$475.00 on the 16th for a period of 8 months until the arrears were paid off. In addition the Tenants would pay new monthly rent as it becomes due and payable.
12. The Tenant Brenda Gillespie stated that they recently found a new roommate, and the repayment plan is contingent on the Tenants' having a roommate to supplement their income, but their new roommate cannot pay them until February 1, 2026.
13. The Landlord does not believe the Tenants proposal is viable as it is based on the Tenants having a roommate and the Tenant Edward Gillespie working. The Landlord testified that as recently as ten days ago the Tenant Edward Gillespie told him he was not working. Additionally the only income the Landlord has been able to verify is a \$1,600.00 Ontario Works payment the Tenants receive.
14. The Landlord testified that he has his own expenses associated with the rental property and that the Tenant's non-payment of rent has caused him financial stress.
15. The Tenancy between the Landlord and the Tenants only began 8 months ago and the Tenants are in substantial rental arrears. I don't believe the proposal the Tenants have submitted is viable as it is based on the Tenants having a roommate and the roommate paying the Tenants. There is no guarantee the roommate will pay the Tenants as they have been living with the Tenants since the beginning of the month and told the Tenants they can't pay them until February.
16. Having considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

It is ordered that:

1. The tenancy between the Landlord and the Tenants is terminated unless the Tenants void this order.

2. **The Tenants may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$8,561.00 if the payment is made on or before February 16, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenants may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenants have paid the full amount owing as ordered plus any additional rent that became due after February 16, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenants may only make this motion once during the tenancy.
4. **If the Tenants do not pay the amount required to void this order the Tenants must move out of the rental unit on or before February 16, 2026.**
5. If the Tenants do not void the order, the Tenants shall pay to the Landlord \$4,168.51. This amount includes rent arrears owing up to the date of the hearing and the cost of filing the application. The rent deposit and interest the Landlord owes on the rent deposit are deducted from the amount owing by the Tenants. See Schedule 1 for the calculation of the amount owing.
6. The Tenants shall also pay the Landlord compensation of \$55.07 per day for the use of the unit starting January 13, 2026 until the date the Tenant moves out of the unit.
7. If the Tenants do not pay the Landlord the full amount owing on or before February 16, 2026, the Tenants will start to owe interest. This will be simple interest calculated from February 17, 2026 at 4.00% annually on the balance outstanding.
8. If the unit is not vacated on or before February 16, 2026, then starting February 17, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
9. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after February 17, 2026.

February 5, 2026
Date Issued

Sean Ramage
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on August 17, 2026 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before February 16, 2026

Rent Owing To February 28, 2026	\$8,375.00
Application Filing Fee	\$186.00
Total the Tenant must pay to continue the tenancy	\$8,561.00

B. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,685.84
Application Filing Fee	\$186.00
Less the amount of the last month's rent deposit	- \$1,675.00
Less the amount of the interest on the last month's rent deposit	- \$28.33
Total amount owing to the Landlord	\$4,168.51
Plus daily compensation owing for each day of occupation starting January 13, 2026	\$55.07 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	